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VIA HAND DELIVERY

Hon. Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Request for Audit of BellSouth Telecommunications, Inc.'s Tariff to
Introduce CCS7 Access Arrangement Service*
Docket No. 03-00344

Dear Chairman Tate:

Enclosed are the original and fourteen copies of BellSouth's *Response to XO's Request of Audit of SS7 Charges and AT&T's Petition to Intervene*. Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Request for Audit of BellSouth Telecommunications, Inc.'s Tariff to Introduce CCS7 Access Arrangement Service*

Docket No. 03-00344

BELLSOUTH'S RESPONSE TO XO'S REQUEST
FOR AUDIT OF SS7 CHARGES AND
AT&T'S PETITION TO INTERVENE

BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits this response to the *Request for Audit of SS7 Charges* relating to BellSouth's CCS7 access arrangement service tariff ("the Tariff"), filed by XO Tennessee, Inc. ("XO"), and the *Petition to Intervene* filed by AT&T Communications of the South Central States, LLC ("AT&T"). Alleging two concerns – whether or not the Tariff was implemented in a revenue neutral manner and whether carriers have been double billed, or charged for the same signaling message twice – XO requests that an audit be conducted either by the Tennessee Regulatory Authority ("Authority" or "TRA") Staff or by an independent auditor selected by the Authority at BellSouth's cost.

While BellSouth does not object in principle to a reasonable review of its CCS7 Tariff revenue neutrality filing if done in a manner consistent with the state price regulation statutes, BellSouth strongly believes that the parameters, including the specific purpose of any such "audit" must be determined before it

commences.¹ BellSouth, for example, respectfully requests that before deciding whether to require such an audit to address revenue neutrality concerns, the TRA first require the CLECs to submit requisite jurisdictional factors in accordance with the terms of BellSouth's effective and approved tariff. BellSouth further requests that before deciding whether to require such an audit to address double billing concerns, the TRA first make it clear that inappropriate "double billing" does not occur merely because more than one carrier is billed for signaling messages associated with any given call. Instead, the TRA should make it clear that inappropriate "double billing" occurs only if more than one entity is billed for *the same* signaling message. This definition is consistent with actions taken by both the TRA and the Florida Public Service Commission ("Florida PSC").²

Other issues, including who will conduct and pay for any audit, should also be addressed prior to commencement of any audit.³

¹ On May 7, 2002, in Docket No. 02-00024, BellSouth's counsel stated in response to the request by counsel for DeltaCom for a three- or six-month review as to revenue neutrality: "As to Ms. Edwards' proposal that if this tariff is approved this morning that there will be a three- or six-month review to verify that the tariff, in fact, worked out to be revenue neutral, I don't think BellSouth would have any objection to that." Neither DeltaCom's request nor BellSouth's response addressed the double billing claim nor who would bear the cost of the three- or six-month review. BellSouth understands a periodic review to be different from a third-party audit. A periodic review could be accomplished by the submission of specific questions by a CLEC to BellSouth and BellSouth's submission to that CLEC of responses.

² Preferably, these matters should be negotiated and agreed to by the parties prior to the commencement of any audit. Neither XO's or AT&T's filing states that there is any urgency to their request. To BellSouth's knowledge, neither XO nor AT&T even attempted to request an audit, much less attempted to negotiate its parameters, through normal business channels before making their filings at the TRA. If these threshold issues cannot be resolved by the parties, they should be resolved by the Authority prior to the commencement of any audit. To do otherwise is to embark on an audit without knowing the purpose or ground rules for the audit.

³ Generally, of course, the requesting party pays for the audit. In Docket No. 02-01204, for example, where BellSouth requested audits of XO's compliance with FCC orders relating to the use of EELs, BellSouth proposed, consistent with the FCC's *Supplemental Order Clarification* and the parties' interconnection agreement, that BellSouth would pay for the audit, subject to reimbursement if XO were found to be in non-compliance.

I. BACKGROUND

In order to put the request for an audit in the appropriate context, BellSouth respectfully submits the following brief discussion of what the CCS7 network does, what the basic components of the network are, and why BellSouth filed the CCS7 tariff.

A. What the CCS7 Network Does

When an end user places a call, the telecommunications network must set up the transmission path over which that call will be carried, maintain that transmission path during the duration of the call, and "tear down" that transmission path once the call is over. In order to do this, signaling messages containing information necessary to set up, maintain, and tear down the transmission path for a given call must be sent back and forth between the voice switches that are involved in carrying that call. In the past, these signaling messages were transmitted over the same network facilities that were used to carry the call itself. This is sometimes referred to as "in-band" or "dual tone multi-frequency" signaling.

While some carriers still use this in-band method of signaling, most carriers today now use some version of Common Channel Signaling to carry these signaling messages. BellSouth refers to its Common Channel Signaling network as the CCS7 network. Rather than using the same network facilities that are used to carry calls, the CCS7 network uses a separate shared (common) channel (signaling link) to convey the signaling information.

Generally, the CCS7 network (which is sometimes called the Signaling System 7, or "SS7" network) provides signaling functionality for call routing and completion as well as access to various databases that may need to be accessed in order to set up a particular call. The CCS7 network uses two types of signaling messages to accomplish these tasks: Integrated Services Digital Network User Part ("ISUP") messages are used to set up, monitor, and tear down a voice transmission path for a particular call, and Transaction Capability Application Part ("TCAP") messages are used when it is necessary to access information from databases.

CLECs, wireless carriers, IXC's, and other ILECs operating in Tennessee have at least three options for obtaining this functionality in relation to calls placed by their end users. They either can provide their own CCS7 functionality; obtain CCS7 service from various third-party hubbing vendors such as Illuminet, Southern New England Telephone Corp., or Telecommunications Services Inc.; or obtain CCS7 service from BellSouth.

B. The Basic Components of the CCS7 Network

The basic components of the CCS7 network are Signaling Transfer Points ("STPs"), A-Links, and B-Links. STPs receive signaling messages and route them to their appropriate destination. A-links are facilities that transport signaling messages between an end office switch or a tandem switch and an STP. B-Links are facilities that transport signaling messages between one STP and another STP.

The CCS7 network facilities of several different carriers can be involved in the signaling associated with any given non-local intrastate call.⁴

As those signaling messages flow back and forth, BellSouth's STP will determine the next point to which those messages should be sent, and it will send those signaling messages along to that point.⁵ If BellSouth's STP failed to perform this function, the signaling messages would fail, and the call would not go through. Clearly, when BellSouth's STP receives signaling messages from one carrier, determines where to send those signaling messages, and passes those signaling messages along to another carrier, it is performing a valuable service for both carriers – a service that is the difference between a call going through and a call not going through.

BellSouth performs a similar function with regard to TCAP messages. When it is necessary to access a database in order to establish a call, BellSouth's STP receives TCAP messages from a carrier and routes those messages to the appropriate call-related database. In doing so, BellSouth clearly is providing a valuable service for the carriers involved in the process.

C. Why BellSouth Filed the CCS7 Tariff

In the past, BellSouth was unable to count individual ISUP and TCAP messages that travel across A-Links or B-Links that connect BellSouth's STPs with the facilities of other carriers. BellSouth, therefore, was unable to bill customers on a per-message basis for the signaling service that it was providing them. Once

⁴ As explained below, BellSouth's CCS7 Tariff applies only to non-local, intrastate calls.

⁵ The same is true for messages flowing in the opposite direction: BellSouth's STP will add routing information to signaling messages that it receives from the CLEC voice switch, and it will send those messages along to the CLEC STP.

BellSouth developed the ability to count such messages, BellSouth implemented its CCS7 Tariff to allow recovery of BellSouth's CCS7 costs in a manner that reflects more accurately the manner in which those costs are incurred. CCS7 services are no longer recovered through the provision of switched access services, but instead they are now recovered on a separate per-message basis. Because the cost of setting up a call is not dependent on the duration of a call, but instead depends on the volume of messages passed over the SS7 network, the per-message charges more accurately reflect the manner in which signaling costs are incurred. Under this Tariff, therefore, carriers who are actually making use of BellSouth's signaling network are the ones that are being billed for signaling.

As such, BellSouth's CCS7 tariff is very similar to an Ameritech tariff filing the Federal Communications Commission ("FCC") addressed in a 1996 Order. *See Order, In the Matter of Ameritech Operating Companies Petition for Waiver of Part 69 of the Commission's rules to Establish Unbundled rate Element for SS7 Signaling*, 11 FCC Rcd. 3839 (March 27, 1996). Ameritech had "purchased equipment capable of measuring third-party usage of its SS7 network and deployed such equipment on each of its customers' SS7 links." *Id.* at ¶25. Having developed the ability to monitor signaling messages, Ameritech filed a tariff in which it sought to establish a per-message charge for the signaling service it provided to other carriers. The FCC noted that prior to Ameritech's tariff filing, the costs associated with signaling messages were "presumably embedded in the transport interconnection charge and the local switching charge." *Id.* at ¶10. In

granting Ameritech's request for a waiver that would enable Ameritech to implement its tariff, the FCC noted that Ameritech's tariff filing

will permit recovery of Ameritech's SS7 costs in a way that reflects more accurately the manner in which those costs are incurred because Ameritech's provision of SS7 services will no longer be bundled with the provision of switched access services, and because the rates for such services will be charged on a per-message basis. This more accurate reflection of the underlying costs will enable potential competitive entrants to engage in more rational economic decision-making.

* * *

Because the cost of setting up a call is not dependent upon the duration of the telephone call, but does depend to some extent on the volume of traffic passed over the SS7 network, the proposed rate structure more accurately reflects the manner in which signaling costs are incurred.

Id. at ¶¶ 31, 33. The same is true of BellSouth's CCS7 Tariff.

Carriers choosing to obtain CCS7 service from BellSouth can use the service in relation to three types of calls: (1) local calls; (2) interexchange calls between locations within the state of Tennessee ("non-local intrastate calls"); and (3) interexchange calls between locations in the state of Tennessee and locations in other states ("interstate calls"). Prior to approval of the Tariff, BellSouth was being compensated for providing CCS7 service for these types of calls in the following manner:

- (a) When carriers like the Petitioners used BellSouth's CCS7 service in relation to local calls, they paid the CCS7 rates set forth in their approved local interconnection agreements with BellSouth;
- (b) When carriers like the Petitioners used BellSouth's CCS7 service in relation to interstate calls, they paid the CCS7 rates set forth in BellSouth's F.C.C. Tariff No. 1 (the "Federal Tariff"); and
- (c) When carriers like the Petitioners used BellSouth's CCS7 service in relation to non-local intrastate calls, *they paid nothing* because BellSouth was unable to monitor the messages it provided in

relation to a particular carrier's traffic and, therefore, BellSouth did not have an intrastate CCS7 tariff.

When the CCS7 Tariff went into effect, the only thing that changed for carriers like XO and AT&T was that, instead of receiving CCS7 service in relation to non-local intrastate calls without charge, carriers like XO and AT&T will pay BellSouth for this CCS7 service. In other words, under the Tariff:

- (a) When carriers like the Petitioners use BellSouth's CCS7 service in relation to local calls, they *still* will pay the CCS7 rates set forth in their approved local interconnection agreements with BellSouth;⁶
- (b) When carriers like the Petitioners use BellSouth's CCS7 service in relation to interstate calls, they *still* will pay the CCS7 rates set forth in BellSouth's F.C.C. Tariff No. 1; but
- (c) Now that BellSouth is able to monitor the messages it provides in relation to a particular carrier's traffic and the Tariff has been approved, when carriers like XO and AT&T use BellSouth's CCS7 service in relation to non-local intrastate calls, they will pay the rates set forth in the CCS7 Tariff.

II. PRIOR TO ORDERING AN AUDIT, THE TRA SHOULD DEFINE WHAT DOES AND DOES NOT CONSTITUTE INAPPROPRIATE "DOUBLE BILLING."

Several different signaling messages typically are involved in setting up, maintaining, and tearing down any given call, and signaling messages often are exchanged between several different carriers during the course of a call. BellSouth's tariff, however, does not attempt to charge every carrier that is involved in that process. Nor does it attempt to charge for all signaling that may take place in that process. Instead, BellSouth's tariff only charges a carrier for the use that carrier makes of BellSouth's CCS7 network. Thus, while BellSouth may

⁶ After the CCS7 Tariff went into effect, when third party hubbing vendors that *are* CLECs with local interconnection agreements with BellSouth use BellSouth's CCS7 service in relation to local calls, they will continue to pay the CCS7 rates set forth in their approved local interconnection agreements.

bill an IXC for some of the signaling messages involved in a call and may bill a CLEC for other signaling messages involved in the same call, only one entity is billed for any particular signaling message involved in a call. Accordingly, an IXC and a CLEC will not be billed for the same message. No carrier is billed twice for the same message, for the same connection or for the same termination.

To use but one simple example to put this into context, assume that an IXC, BellSouth, and a CLEC are among the carriers that are involved in handling a given call, and assume that the IXC, BellSouth, and the CLEC each have their own CCS7 networks. During the course of setting up, maintaining, and tearing down that call, some signaling messages will travel back and forth between the IXC's signaling network and BellSouth's signaling network, and other messages will travel back and forth between BellSouth's signaling network and the CLEC's signaling network. It is entirely appropriate for BellSouth to bill the IXC for the signaling messages that travel between the signaling networks of the IXC and BellSouth and for BellSouth to bill the CLEC for the signaling messages that travel between the signaling networks of BellSouth and the CLEC.

In fact, this issue has already been presented to the TRA. When the Issue of "double billing" was raised by DeltaCom and other CLECs when BellSouth proposed the Tariff in Docket No. 02-00024, BellSouth responded by explaining that multiple carriers can be involved in setting up, maintaining, and tearing down a call.⁷ In response to the Authority's request in the earlier TRA proceeding, BellSouth revised its proposed tariff, consistent with four points of contention that

⁷ US LEC of Tennessee, Inc., Time Warner Telecom of the MidSouth, LP, ITC^DeltaCom, Inc. and XO participated in that proceeding. AT&T chose not to participate in that proceeding.

had been addressed in the parties' negotiations.⁸ BellSouth also included clarifying language in the Tariff stating that the subject SS7 per-message rates apply only to intrastate non-local traffic and that BellSouth will not bill any single SS7 message to more than one customer. It is clear, therefore, from the record in the prior TRA proceeding that the CLECs raised concerns about double billing, and that BellSouth addressed those concerns by explaining in detail how signaling messages would be billed under the Tariff, and by modifying its tariff language. After BellSouth did so, the Authority unanimously approved BellSouth's Tariff on May 21, 2002.⁹

Additionally, the Florida PSC addressed CLECs' claims of double billing with respect to the CCS7 tariff filed in Florida. Specifically, the Florida PSC decided on February 18, 2003 to approve a Staff Recommendation finding that pursuant to its tariff and billing methodology, BellSouth does not bill multiple carriers for the same message on any given segment of a call.¹⁰

Although the CLECs profess concern over whether carriers have been double billed, they do not explain exactly what they contend constitutes inappropriate "double billing." It would be inefficient and wasteful to begin auditing the question of whether or not double billing has occurred without an agreement or ruling on what constitutes inappropriate double billing. BellSouth believes that the records in both TRA Docket 02-00024 and the Florida PSC proceeding demonstrate that

⁸ One of those four points was: "The Petitioners contend that BellSouth should not charge both the IXC and the CLEC for the same messages, resulting in double billing." See *Response of BellSouth to Joint Petition*, filed May 16, 2002 in Docket No. 02-00024.

⁹ See *Order Approving Tariff* entered June 28, 2002, in Docket No. 02-00024 at 3.

¹⁰ See Florida PSC Vote Sheet dated February 18, 2003, Issue 6, in Docket No. 020129-TP. The Vote Sheet makes clear that the Florida Commissioners adopted their Staff's Recommendation on Issue 6. A full written order will be forthcoming. Issue 6 was: Is more than one carrier billed for Integrated Services Digital Network User Part (ISUP), for the same segment of any given call, under the BellSouth CCS7 Access Arrangement Tariff? If so, is it appropriate?

BellSouth carefully explained the manner in which it would bill CCS7 charges. The Tariff was reviewed and approved on that basis by the Authority. BellSouth's billing methodology is sound and does not result in double billing.

Accordingly, if the TRA grants an audit to address "double billing" allegations, the TRA should make it clear that inappropriate "double billing" does not occur merely because more than one carrier is billed for signaling messages associated with any given call. Instead, the TRA should make it clear that inappropriate "double billing" occurs only if more than one entity is billed for *the same* signaling message.

III. REVENUE NEUTRALITY AND THE TENNESSEE PRICE REGULATION STATUTES

- A. The CLEC's should not be granted an audit until they comply with BellSouth's approved and effective tariff by submitting signaling percent local usage factors ("SPLUs").**

XO and AT&T failed to provide SPLU factors for the companies' non-local intrastate calls as contemplated by the Tariff. Accordingly, the default signaling factors apply in accordance with the terms of the Tariff. Before being granted an audit of the revenue neutrality of BellSouth's CCS7 tariff, therefore, the CLECs should first be required to submit SPLU factors to BellSouth. It is unreasonable for XO and AT&T to be granted an audit -- based on the an implied concern that the revenue collected to date under the Tariff may be different from the revenue projected in the 2002 revenue neutrality filing -- when it is their own failure or refusal to provide SPLU factors would be a contributing factor to any such differences.¹¹

¹¹ BellSouth's revenue neutrality reasonably assumed that CLECs buying CCS7 services from BellSouth would provide specific SPLUs for their companies as contemplated by Tariff because it is

As stated, both XO and AT&T have failed to provide SPLUs to BellSouth as contemplated by the Tariff. The issue of "whether it is reasonable to require CLECs and IXCs to calculate and develop a PIU/PLU for SS7 messages" was raised by the CLECs and addressed in the earlier TRA proceeding.¹² In that proceeding, BellSouth explained that with regard to SPIU, any carrier currently purchasing CCS7 services from BellSouth in relation to interstate calls already has to determine a PIU when ordering signaling connections and terminations, and the method of calculating a PIU for signaling messages is no different than the method of calculating a PIU for signaling connections and terminations. If a carrier is a CLEC with an interconnection agreement with BellSouth, the interconnection agreement already requires the carrier to provide a PLU to BellSouth, and the method of calculating a PLU for CCS7 services is the same as the method of calculating a PLU for purposes of local interconnection agreements.¹³ Both XO and AT&T have negotiated interconnection agreements with BellSouth. After reviewing BellSouth's explanation in the prior proceeding, the CLECs did not pursue this issue and no challenge was made to the Tariff's default factors of 50% interstate and 50% non-local intrastate.¹⁴

generally in their financial interest to do so. XO and AT&T should not be heard to complain that BellSouth's revenue projections were inaccurate when they did not even bother to submit SPLUs knowing the revenue projections were based on the assumption that SPLUs would be submitted.

¹² See *Response of BellSouth to Joint Petition*, filed May 16, 2002 in Docket No. 02-00024.

¹³ See BellSouth's *Answer to Joint Petition* filed March 22, 2002, at 10 and 11.

¹⁴ Should a carrier elect not to provide a PIU, the CCS7 Tariff provides a default PIU of 50%. See Section E2.3.14.A.1.a.

B. Even if the actual revenue effect of the tariff was different than the projected revenue effect of the tariff, the point is now moot in light of the operation of the price regulation statutes.

The rates set forth in the Tariff are governed by the price regulation statutes, and those statutes allow BellSouth to collect "rates that are less than or equal to the maximum permitted by [§ 65-5-209...]"¹⁵ BellSouth, therefore, may "set rates for non-basic services as the company deems appropriate, subject to the limitations set forth in subsections (e) and (g) ...". T.C.A. § 65-5-209(h).¹⁶

On January 7, 2002, BellSouth filed the CCS7 Tariff as a "revenue neutral" filing under its price regulation plan. Supporting price regulation calculations were also filed and reviewed by the Staff. No CLECs made any attempt to contest the supporting price regulation information submitted to the Authority.

As the Authority knows, and as XO and AT&T should be aware, a revenue neutral filing is based on assumptions and predictions as to anticipated demand and revenue. Such revenue and demand assumptions are made at the time a tariff is filed. For example, BellSouth may annualize one month's historical demand for a given service in order to predict future demand. The accuracy of such predictions is obviously affected by market forces, including demand for competing or similar services. Under the price regulation statutes, these revenue and demand figures are trued-up on an annual basis, to "correct" the assumptions that were made at the time a tariff is filed based on actual, historical data. In Tennessee, this is done in the context of an annual price regulation filing. On July 21, 2003, the TRA

¹⁵ See T.C.A. § 65-5-209(b).

¹⁶ The CCS7 services that are the subject of this Tariff clearly are not basic services – they consist of signaling capabilities, not "an access line, dial tone, touch-tone and usage." See T.C.A. § 65-5-208(a)(1).

approved BellSouth's 2002 price regulation filing, which included demand and revenue calculations for the signaling services provided in accordance with the Tariff. (See Section E6.65.1.0.1.) Neither XO nor AT&T objected to the Authority's approval of BellSouth's 2002 Price Regulation Plan.

Accordingly, it is unclear what purpose an audit of the revenue neutrality of this Tariff would serve. Even if the Tariff was not revenue neutral based on the estimated numbers provided by BellSouth with the proposed Tariff in 2002, this would have no bearing whatsoever on the legal validity of the Tariff. Although it is unclear from XO's request and AT&T's petition to intervene what precisely they mean by "revenue neutrality", if they are assuming that the Tariff should be revenue neutral as to their particular companies, that assumption is wrong. Whether a tariff filing is revenue neutral is not based on the impact on a specific customer or class of customers. Instead, whether a tariff filing is revenue neutral is based on a comparison of the total projected revenue increases associated with the tariff to the total projected revenue decreases associated with the tariff. Even if an audit showed that the Tariff was not revenue neutral as to XO or AT&T individually, that would not mean that the Tariff is not revenue neutral overall in accordance with the price regulation statutes.

Similarly, if an audit showed that the Tariff was not revenue neutral based on the prospective revenue and demand assumptions which were made at the time the Tariff was filed, such a showing would be of little significance, since BellSouth's 2002 annual price regulation filing trued-up the assumptions with actual, historical data. As a practical matter, even assuming BellSouth's initial

assumptions did not prove to be correct, the annual true-up mechanism corrects those assumptions and prevents BellSouth from receiving more “headroom” than it is entitled to under the price regulation statutes.

The Tennessee Court of Appeals has opined in the past regarding the TRA’s predecessor’s attempts to require BellSouth to provide information that is not relevant under the terms of a new statute. Specifically, in its 1996 decision in *BellSouth Telecommunications v. Bissell*, 1996 Tenn. App. LEXIS 623, the Tennessee Court of Appeals concluded that the PSC erred when it decided to continue an investigation of the future earnings of BellSouth despite legislative developments that stripped the Commission of its authority to use such an investigation to set telephone rates. Opinion at 2. In its opinion, the Court stated that while the new statute stated that nothing in the statute affected the authority and duty of the Commission to complete any investigation pending at the time, nonetheless, the legislature did not intend to authorize the PSC to continue an investigation that “no longer had any purpose.” Opinion at 4. The Court’s Opinion is brief and direct, reaching the obvious conclusion that an agency may not continue to follow an outdated process or policy when new legislation has obviated the need for such a practice. Finding the decision to continue down an old path after the legislature has set a new course to be “simply arbitrary”, the Court noted that such an arbitrary decision can be reversed – even though the decision is merely “procedural”. Opinion at 4.

CONCLUSION

BellSouth does not object to a reasonable review of its CCS7 Tariff revenue neutrality filing if done in a manner consistent with the state price regulation

statutes. BellSouth proposes that the parties requesting the audit, XO and AT&T be ordered to submit a brief setting forth their argument as to the purpose of any audit regarding revenue neutrality. BellSouth should be provided the opportunity to respond. If the TRA concludes that an audit is warranted, the TRA can establish the parameters of the audit. Alternatively, BellSouth proposes that the Authority hold XO's *Request for Audit* in abeyance and request that the parties attempt to negotiate the parameters of a periodic review of the revenue neutrality filing.

BellSouth believes that XO's double billing concern is the same one addressed already by the TRA and the Florida PSC. BellSouth requests that before deciding whether to require such an audit to address double billing concerns, the TRA first make it clear that inappropriate "double billing" does not occur merely because more than one carrier is billed for signaling messages associated with any given call. Instead, the TRA should make it clear that inappropriate "double billing" occurs only if more than one entity is billed for *the same* signaling message.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

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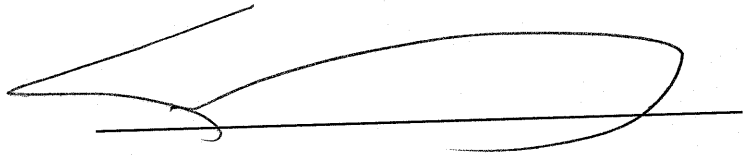
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CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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A handwritten signature in black ink, appearing to be "Henry Walker", written over a horizontal line.